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AGREEMENT BETWEEN

RINGWOOD BOARD OF EDUCATION

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

LOCAL #153

(CUSTODIANS AND MAINTENANCE EMPLOYEES)

X JULY 1, 1982 - JUNE 30, 1983

LIBRARY  
Institute of Management and  
Labor Relations  
MAR 3 1982  
RUTGERS UNIVERSITY



PREAMBLE

This agreement made and entered into on the first day of July, 1982, by and between the Board of Education of Ringwood in the County of Passaic, hereinafter referred to as the "Board", and Office and Professional Employees International Union, Local #153, hereinafter referred to as the "Union".



## ARTICLE I - RECOGNITION

## Section 1

The Board hereby recognizes the Office & Professional Employees International Union Local #153 as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all employees of the Board employed under the classification of Custodial Workers, Maintenance Repairman but excluding any individuals whose duties include the evaluation and disciplining of Custodial Workers, Maintenance Repairmen, of whose evaluation or ratings may be instrumental in the hiring or dismissal of Custodial Workers, Maintenance Repairmen.

## Section 2

Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the Local #153 in the above defined negotiating unit, but excluding clerical and professional employees, confidential employees, craft employees, Police and Supervisors within the meaning of the Act.

## Section 3

The Union shall furnish the Board with a list of its President, Vice President and stewards, and shall as soon as possible notify the Board in writing of any changes therein. Such notifications shall be sent to the Superintendent. No officer or steward shall be recognized by the Board until such written notification of his appointment shall be received by the Board from a duly authorized Officer of the Union.

## Section 4

The Board will furnish the Union with a list of the names, addresses, and hire dates of members of the unit once a year. Both parties agree to recognize and deal only with properly authorized Board or Union Representatives with reference to matters pertaining to this contract.

A steward may be permitted upon request and approval of his immediate supervisor to investigate and adjust complaints. In the event of the stewards absence, he may have an alternate designated on his behalf.

The Union shall have access through the appropriate supervisor and appropriate channels to pertinent documentation relating to the grievance in question, and shall have the right to interview the agrieved employee, supervisors and witnesses.

## Section 5 - Visitation Rights

A representative or representatives of the Union shall have reasonable access to all places in which employees covered by this Agreement work providing he goes through the appropriate Supervisor and channels.

## ARTICLE II - OFFICE &amp; PROFESSIONAL EMPLOYEES INTERNATIONAL UNION MEMBERSHIP

## Section 1 - Continuance of Membership

All present employees who are members of the Local #153 Union on the date of execution of this Agreement may remain members of the Local #153 Union. All new employees who are hired during the term of this Agreement may become and remain members of Local #153 Union.

## Section 2 - Dues Deductions

The Board shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each Local #153 member in the unit upon the written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the Officer of Local #153 duly authorized to receive such payment.

## ARTICLE III - BULLETIN BOARDS

Subject to prior approval of the Superintendent or any of his designees, which approval shall not be unreasonably withheld, the Board shall permit the Union appropriate use of bulletin boards, customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Union agrees that at no time will such space be used for posting any materials which are unethical, unprofessional, or violative of law or in violation of Board policies.

## ARTICLE IV - GRIEVANCE PROCEDURES

## Section 1 - General Procedures

Definition: A grievance is defined as a complaint or dispute by an employee in the unit with the Board or any agent of the Board, with administration or supervisory authority over members of the unit, which dispute or complaint is that the employee has been treated unfairly, inequitable or improperly in terms of the application and interpretation of this Agreement.

Step 1. In the event that any grievance should arise, the individual involved shall present the grievance within five (5) working days of occurrence of same informally to the Supervisor of Buildings and Grounds and every effort shall be made to resolve the grievance informally.

Step 2. If no satisfactory resolution of the informal presentation of the grievance is reached within ten (10) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the Supervisor of Buildings and Grounds, within ten (10) days, who shall respond in writing to the written grievance and who shall forward copies of his response to both the Union and the Superintendent or his designee. Failure of employee to submit written grievance within ten (10) working days, shall constitute abandonment of the grievance.

- Step 3. If no satisfactory resolution with the employee of a Step 2 grievance is reached within ten (10) working days, the grievant or the Union may appeal the decision at Step 2 to the Superintendent or his designee, within ten (10) days, who shall within ten (10) days notify in writing a specific date for a conference with the grievant to review the grievance. The Superintendent or his designee shall then submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Union.
- Step 4. If the aggrieved person is not satisfied with the disposition of his grievance at Step 3, the employee shall have ten (10) days to file written appeal to the Board or a committee of Board Members designated by it. Said request shall be made in writing and copies simultaneously sent to both the Superintendent, Board Secretary, Board of Education and the Union. The Board or Committee shall set a date for a hearing on the grievance.
- Step 5. If the aggrieved person is not satisfied with the disposition of his grievance at Step 4, he may submit the grievance to advisory arbitration. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party submitting the grievance. Any other expenses incurred shall be paid by the party incurring same.

## Section 2

The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement. Both parties agree that the specified times are maximum time limits and the grievance should be expedited as soon as possible.

## ARTICLE V - UNION BUSINESS

### Section 1

The Board shall permit members of the Union negotiating committee to change schedules with other members of the bargaining unit in order to attend negotiating sessions, as long as it is mutually agreeable between the parties involved and as long as it is practical and does not interfere with the proper operation of the school system. The Supervisor of Buildings and Grounds will be consulted in advance.

### Section 2

In the event the Union steward or his alternate is called upon to represent a member of this bargaining unit concerning the member's grievance and if such hearing of grievances should take place during the working hours of the steward or his alternate, that representative shall be excused from duty without loss of pay only for such time as may be necessary to hear the grievance, so long as his absence from duty does not cause a hardship or interfere with the proper operation of the schools. The Supervisor of Buildings and Grounds will be consulted in advance.

## OFFICE &amp; PROFESSIONAL EMPLOYEES INTERNATIONAL UNION MEMBERSHIP

## Continuance of Membership

employees who are members of the Local #153 Union on the ratification of this Agreement may remain members of the Local

All new employees who are hired during the term of this Agreement may become and remain members of Local #153 Union.

## Dues Deductions

The Union shall deduct and transmit monthly membership dues and assessments from the earned wages or salaries of each member in the unit upon the written authorization of the employee. The total monthly amount so deducted shall be remitted regularly to the Officer of Local #153 duly authorized for such payment.

## - BULLETIN BOARDS

With the prior approval of the Superintendent or any of his designees, which approval shall not be unreasonably withheld, the Union shall permit the appropriate use of bulletin boards, for the posting of notices to members of the unit, for the posting of notices dealing with proper and legitimate Union business activities and concerning other appropriate notices with reference to the welfare of employees in this unit. The Union agrees that the Union will not use such space for posting any materials which are unprofessional, or violative of law or in violation of public policies.

## - GRIEVANCE PROCEDURES

## General Procedures

A grievance is defined as a complaint or dispute by an employee of the unit with the Board or any agent of the Board, with administrative or supervisory authority over members of the unit, which complaint is that the employee has been treated unfairly, or improperly in terms of the application and interpretation of the Agreement.

In the event that any grievance should arise, the individual employee involved shall present the grievance within five (5) working days of occurrence of same informally to the Supervisor of Buildings and Grounds and every effort shall be made to resolve the grievance informally.

If no satisfactory resolution of the informal presentation of the grievance is reached within ten (10) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the Supervisor of Buildings and Grounds, within ten (10) days, who shall respond in writing to the written grievance and who shall forward copies of his response to both the Union and the Superintendent or his designee. Failure of employee to submit written grievance within ten (10) working days, shall constitute abandonment of the grievance.

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- f. All time worked on Sunday shall be paid for at the rate of double the employees hourly rate of pay.
- g. There will be a guaranteed time of one (1) hour to each custodian when he performs a building check or is called on an emergency basis.

Whenever possible, overtime will be assigned among the employees at the school where the overtime is to take place. To insure proper coverage and necessary functions at the schools, the Superintendent of Buildings and Grounds shall maintain the right to assign overtime as he sees fit. Employees assigned to work the overtime, may be excused from it at the discretion of the Superintendent of Buildings and Grounds. Overtime assignments shall be made on a rotating basis within each individual building whenever possible.

#### ARTICLE VIII - HOLIDAYS

All members of this unit shall receive 14 paid holidays per year, the exact days to be determined by the Superintendent in forming the yearly school calendar. The employees shall also receive a paid holiday on any day declared a legal holiday in the State or County by the Governor or President and providing the schools are closed on such a day. The school calendar will be made available to the Union as soon as possible after its adoption.

#### ARTICLE IX - VACATION

##### Section 1

By April 15th, the Supervisor of Buildings and Grounds will notify each employee of the number of vacation days earned. Employees are required to give enough notice of their vacation schedule that the Supervisor of Buildings and Grounds is able to supply work coverage sufficiently. Whenever desired schedules conflict, seniority will prevail. No employee will be required to reschedule his vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the Superintendent.

Vacation time may be taken at any time during the year, with prior approval of the Supervisor of Buildings & Grounds and the concurrence of the Superintendent.

##### Section 2

The following vacation schedule, with pay, shall apply for the duration of this contract:

After attaining over:

One (1) year of service	ten	(10)	vacation days
Five (5) years of service	fifteen	(15)	vacation days
Ten (10) years of service	twenty	(20)	vacation days

## Section 2 (cont.)

From the 11th through the 15th years of service - one (1) additional day of vacation per year.

After fifteen (15) Years - twenty-five (25) vacation days total.

Any employee covered by this agreement shall be entitled to receive vacation pay on the regular pay day immediately preceding the employee's vacation.

## ARTICLE X - FRINGE BENEFITS

## Section 1

The Board agrees to make available to all full-time (over 20 hours) employees in the unit without cost a program of hospitalization, medical-surgical benefits and dental plan, major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available through Blue Cross and Rider J. Blue Shield and Major Medical Insurance including Dental Benefits. The available coverage in the District shall apply to this contract. If the District coverage shall be increased, the increase in benefits will also cover this unit.

## Section 2

Upon employment, the benefits described in Section 1, shall be made available to each newly employed member of the unit at the earliest possible registration date immediately following employment.

## ARTICLE XI - CLOTHING

The Board will provide five (5) complete uniforms, consisting of five (5) shirts and five (5) pants per man per year. The Board will provide a medium weight fall jacket and a heavy parka-type jacket every two years per man. These items shall be maintained by the employees. In the event of irreparable damage on the job, said item will be replaced by the Board upon notification of same. The Board will reimburse each member \$40.00 during the year of this contract towards the purchase of Steel-Toed work shoes when presented with a receipt for same. The Board will supply two (2) sets of foul weather gear per school.

## ARTICLE XII - WAGES

## Section 1

The employees of this unit are twelve month employees and will be paid a yearly salary as outlined in Table A which is attached to the end of this Agreement and which is part of this Agreement.

## Section 2

Payroll errors shall be corrected within the next pay period.

## Section 3

The Board shall continue the current practice of paying the cost of obtaining a Fireman's license (Black Seal) and any other course taken by the employee of this unit, providing they are relevant to their job duties and recommended by the Superintendent of Buildings and Grounds and the Superintendent.

This reimbursement will occur only if the course taken is passed by the employee and upon written proof of same.

The Board further believes that the Black Seal license is part and parcel of the job position. Any new employees hired after July 1, 1976 will be required to either have a current Black Seal license or to obtain same within a one year period. Failure to obtain said license will be cause for termination.

## ARTICLE XIII - ABSENCES AND LEAVES

## Section 1 - Sick Leave

All employees in this unit shall earn one (1) day of sick leave per month at full pay during each calendar year. Unused sick leave may be accumulated without limit, but with a maximum of twelve (12) days per year.

Reimbursement for unused sick leave shall be provided in the amount of ten (\$10.00) dollars per day to those employees who have served at least ~~ten~~<sup>five</sup> (10) years in the Ringwood School District. The maximum amount per employee shall be \$1,000.00. In order to be eligible, an employee shall provide ten (10) months advance notification to the Board. Without notification, this will be paid within twelve (12) months.

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- twenty-five (25) vacation days total.

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BENEFITS

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light fall jacket and a heavy parka-type jacket.  
These items shall be maintained by the employer.  
In the event of damage on the job, said item will be  
replacement of same. The Board will reimburse  
the year of this contract towards the purchase  
when presented with a receipt for same  
sets of foul weather gear per school.

eligible to sick  
days below shall  
all be cumulative for  
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## ARTICLE XIV - CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

## ARTICLE XV - PROMOTIONS AND NEW POSITIONS

## Section 1

In the event that any new positions in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions:

1. Notice of all openings shall be posted on the Union Bulletin Boards in all schools.
2. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included when possible.
3. All employees in the unit shall have full and equal opportunities to compete for any such positions based on their being able to meet the required qualifications.

## Section 2

All vacancies shall be awarded on the basis of qualifications and seniority shall apply where appropriate.

## ARTICLE XVI - SUSPENSIONS AND DISCIPLINARY ACTION

If the Board or an authorized agent of the Board has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

## ARTICLE XVII - EMPLOYEE PERFORMANCE EVALUATIONS

Employee performance shall be regularly evaluated by the Supervisor of Buildings and Grounds or the Superintendent, but no less than once per year. Evaluation reports shall be made openly. All written evaluations of the performance of any employee shall be signed by the individual who makes the evaluation.

Employees shall be rated. If rated unsatisfactory by the supervisory staff, the staff shall make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the employee shall be re-evaluated and receive once again a written evaluation.

Evaluations shall not be placed in the employee's files unless the employee has had an opportunity read the evaluation. The employee shall acknowledge that he read such material by affixing his signature on the copy to be filed. Such signature shall merely signify that he has read the material and is not to be construed that he necessarily agrees or disagrees with its contents. If the employee refuses to sign, that fact shall be noted, dated and witnessed. Employee has right to make written comments on the evaluation form.

The Board agrees to continue its policy of treating these personnel files confidentially.

#### ARTICLE XVIII - SENIORITY

Seniority is defined as employment based on the length of continuous service with the Board within the unit from the date of hire.

Seniority shall prevail in all matters where a preference may be established.

#### ARTICLE XIX - MISCELLANEOUS

##### Section 1 - Health and Safety

The Board agrees to expect every effort to provide for the use of practices, materials and equipment to safeguard the health and safety of members of the unit.

##### Section 2 - Travel Allowances

Any members of the bargaining unit who may be called upon to travel from his assigned station to another installation for carrying out his duties shall be compensated by the Board for his cost of mileage at the prevailing district rate. This shall include to and from school to obtain a Black Seal license. This allowance shall be paid at the successful completion of the course.

##### Section 3 - Wash-up

All employees in this unit shall be given a 15-minute "wash-up" time for purposes of cleaning up before leaving work every day.

##### Section 4 - "Snow Days"

After cleaning the schools on "Snow Days", all men will be excused to go home by the Supervisor of Buildings & Grounds or, in his absence, the Superintendent.

##### Section 5 - Jury Duty

Employees serving Jury Duty shall be paid the difference between the amount paid for Jury Duty and their salary.

ARTICLE XIX - MISCELLANEOUS (cont.)

Section 6 - Tenure

Custodial and maintenance positions are non-tenured positions.

ARTICLE XX - NO STRIKE OR LOCK OUT

During the term of this Agreement the Union shall not call or authorize any strike against the Board nor shall the Union engage in any work stoppage, slow down or job action. The Board agrees that during the term of this Agreement it shall not effect any lock out.

ARTICLE XXI

It is understood and agreed in the event that legislation is enacted authorizing the "Agency Shop" concept for Public Employees in the State of New Jersey, the Boare will, upon thirty (30) days notice, meet with the Union and reopen the Agreement for the purpose of negotiations on such subject.

ARTICLE XXII - MANAGEMENT RIGHTS

1. Except as otherwise provided herein, the direction of the working forces are rested exclusively with the Board.

2. The rights herein described shall include, but not be limited to Layoff, discharge for just cause, in case of emergency to require that duties and shifts other than those normally assigned be performed until the emergency terminates, and the right to hire and promote, and to make reasonable working rules and regulations of procedure and conduct, to determine work shifts, provided that the exercise of these rights is to be consistent with the terms and conditions of this Agreement and are not to be used so as to discriminate against any person by reason of Union membership.

ARTICLE XXIII - SUCCESSOR CONTRACT

Negotiations for a Successor Contract shall begin on or before November 1, 1982, provided the Union serves appropriate notice as per PERC Law. This contract shall remain in effect until the effective date of a ratified Successor Contract.

## ARTICLE XXIV - TABLE A - Salary Schedule:

<u>Custodians:</u>	1 year	-	\$11,036.00
	2 years	-	11,676.00
	3 years	-	12,446.00
	4 years	-	12,831.00
	5 years	-	13,216.00
	6 years	-	13,601.00

Longevity - Custodians shall receive, in full, longevity upon the anniversary date of their fifteenth (15) year in the Ringwood School District. The amount of this longevity payment shall be \$500.00, not compounded.

. . . . .

Maintenance:	0 year	-	13,601.00
	1 year	-	14,266.00
	2 years	-	14,686.00
	3 years	-	14,896.00
	4 years	-	15,106.00
	5 years	-	15,316.00

\*Initial hiring salary, with no prior maintenance experience.

(N.J.S.A. 18A, 29-14 Any board of education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefor, to the member concerned.)

Part-Time Employees: ✓

Any custodial or maintenance personnel hired during the term of this contract shall receive a salary of the first year of this guide, on a pro-rated basis.



ARTICLE XXV - DURATION

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of

July 1, 1982 and shall continue to remain in full force and effect until June 30, 1983.

Attested to as of February 22, 1982.

Harvey Bagates  
President, Board of Education

—  
Secy.-Treas., Local #153

Walter Yohman  
Secretary, Board of Education

Wm. P. Hill  
Representative, Local #153

Frank Larnell SS  
Raymond Barrett att.  
Shop Steward, Custodian &  
Maintenance Employees, Local #153

